

AGENDA

Agenda, Bay Village City Council
Committee Meeting
Conference Room
Paul A. Koomar, President of Council, Presiding

September 8, 2014
7:30 p.m.

ANNOUNCEMENTS

Mayor Sutherland

Reappointments:

Nancy Girardot and Victoria Stavlas to the Community Services Advisory Board for three-year terms ending June 30, 2017.

Jeff Walters and Carl Heilman to the Parks and Recreation Commission for four-year terms ending September 16, 2018

AUDIENCE

COMMITTEE OF THE WHOLE

ENVIRONMENT, SAFETY AND COMMUNITY SERVICES COMMITTEE-Lee

Update on Ready/Notify and Nixle Emergency Notification Systems

Removal of Review of Chapter 377 (Bicycles) from Matters Pending Before Council Committee List

Discussion regarding proposed amendment to Subsection 721.01 regarding Peddlers, Solicitors and Canvassers; Definition of Canvassers.

PUBLIC IMPROVEMENTS, STREETS/SEWERS/DRAINAGE COMMITTEE-Tadych

Trax Construction Co. – Final Change Order to Contract for the Cahoon Road Sanitary Sewer Replacement Project

FINANCE & CLAIMS COMMITTEE – Clark

Supplemental Appropriations – Civil Service Commission

Accepting amounts and rates determined by the Cuyahoga County Budget Commission for the Fiscal Year 2015

Requesting Property Tax Advances for the Fiscal Year 2015

PLANNING, ZONING & PUBLIC GROUNDS & BUILDINGS COMMITTEE-Lieske

RECREATION & PARK IMPROVEMENT COMMITTEE-Henderson

Removal of Bay Skate and Bike Park Proposed Addition from Matters Pending Before Council Committee List

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SERVICES, UTILITIES & EQUIPMENT COMMITTEE-Vincent

Update on Agreement for Collection of Soft Recyclables with Great Lakes Recycling, Inc., dba Simple Recycling

MISCELLANEOUS

CAHOON MEMORIAL PARK TRUSTEES

Bay Boat Club – Sponsorships

Request of Stacy Colman for “The Market Sail” on September 26, 2015, or October 3, 2015

September 5, 2014

A Special Meeting of the Bay Village City Council will be held on **Monday, September 8, 2014, immediately following the Committee meeting of Council at 7:30 p.m.** in the Council Chambers of Bay Village City Hall, 350 Dover Center Road, to take action on the items listed below:

1. Pledge of Allegiance to the Flag/Mr. Lee
2. Roll Call
3. Announcements/Audience/Miscellaneous

Mayor Sutherland

Reappointments:

Nancy Girardot – Community Services Advisory Board for a three-year term ending June 30, 2017
Victoria Stavlas – Community Services Advisory Board for a three-year term ending June 30, 2017
Jeff Walters – Parks and Recreation Commission for a four-year term ending September 16, 2018
Carl Heilman – Parks and Recreation Commission for a four-year term ending September 16, 2018

4. **Motion** to approve the minutes of the Special Meeting of Council held June 30, 2014
Clark
5. **Motion** to confirm the reappointment by Mayor Sutherland of Nancy Girardot to the Community Services Advisory Board of a three-year term ending June 30, 2017
Clark
6. **Motion** to confirm the reappointment by Mayor Sutherland of Victoria Stavlas to the Community Services Advisory Board of a three-year term ending June 30, 2017
Clark
7. **Motion** to confirm the reappointment by Mayor Sutherland of Jeff Walters to the Parks and Recreation Commission for a four-year term ending September 16, 2018.
Henderson
8. **Motion** to confirm the reappointment by Mayor Sutherland of Carl Heilman to the Parks and Recreation Commission for a four-year term ending September 16, 2018.
Henderson
9. **Motion** to remove Bay Skate and Bike Park Proposed Addition from the Matters Pending before Council Committee List.
Henderson
10. **Motion** to remove Review of Chapter 377 (Bicycles) from the Matters Pending before Council Committee List.
Lee
11. **Ordinance** to amend Appropriations for the current and other expenditures of the City of Bay Village for the Fiscal Year 2014, as previously appropriated in Temporary Appropriations

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13-119 and 14-01, and Annual Appropriations 14-02, 14-18, 14-51, and 14-68, and declaring an emergency.***Clark***

12. Ordinance authorizing the Mayor to execute a Final Change Order for Trax Construction Company, Inc. for the Cahoon Road Sanitary Sewer Replacement Project, and declaring an emergency.***Tadych***

13. Motion to convene to Executive Session for discussion of Personnel (Community Services, Building/Service, Human Resources), Contracts, Litigation.***Clark***

14. Adjournment

Paul A. Koomar
President of Council

Charter Reference 2.11

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Procedure

Section 2.14 - Effective Date
C.O. 111.10 - Council Rules for Legislation

Roll call on suspension of Charter Rules:

Every ordinance or resolution shall be read on three different days unless two-thirds (2/3) of the total number of Council members provided for in this Charter dispense with the rules.

Roll call on suspension of Council Rules:

No ordinance or resolution shall be passed unless a written copy thereof is before the Council ...at least 24 hours before any meeting of Council at which action...is contemplated.

Roll call on inclusion of the emergency clause:

All ordinances and resolutions shall become effective forty (40) days after their passage by Council unless a later effective date is set forth or an earlier date is established. Resolutions to initiate any public improvement shall become effective immediately upon their passage and approval by the Mayor.

It is required that two-thirds (2/3) of the total number of Council members provided for by this Charter vote affirmatively to enact with the emergency provisions. This clause allows legislation to become effective immediately upon passage and approval by the Mayor.

NOTE: Regular and Special Meetings of Council are scheduled for 8:00 p.m. However, Council generally meets informally at 7:30 p.m. prior to a Regular or Special meeting, and said portion, usually held in the conference room, is open to the public.

City of Bay Village

Council Minutes, Committee Session
Conference Room

June 30, 2014
7:30 p.m.

Paul A. Koomar, President of Council, Presiding

Present: Clark, Henderson, Koomar, Lee, Lieske, Tadych, Vincent, Mayor Sutherland

Also Present: Law Director Ebert, Service Director Thomas, Fire Chief Lyons, Recreation Director Enovitch, Operations Manager Landers.

AUDIENCE

The following audience members were present this evening: Conda Boyd, Jerrie Barnett, Jeff Gallatin, Dick Majewski, Denny Wendell, Marty Mace.

ENVIRONMENT, SAFETY AND COMMUNITY SERVICES COMMITTEE-Lee

Mr. Lee reviewed the Memorandum of Understanding for the Cuyahoga County “Ready/Notify” System for which he will introduce a resolution authorizing the Mayor to execute at the Special Meeting of Council to be held following this committee meeting. He stated that it is his understanding that there is no cost to the City for this program and the City can terminate the Memorandum of Understanding at any time on 30-days’ notice.

Mr. Lee asked Mayor Sutherland if there is up-to-date information on the transition from the Nixle notification system to “Ready/Notify.” Mayor Sutherland stated that what they have decided to do is run Ready/Notify and Nixle on dual platforms at this time. The City is covered with Nixle until next May, so both will be run until then. Mr. Lee asked if the idea would be not to incur another charge with Nixle after next May. The Mayor responded affirmatively. Mayor Sutherland recommended that residents who have not signed up for the Nixle system sign up for Ready/Notify. Notifications will continue to be sent out on both systems.

Mr. Henderson asked if the Mayor has been able to find out if the City owns the data regarding who signed up for Nixle and if that data can be transitioned to Ready/Notify directly. This would be the cell-phone data because the land lines are automatically transferred. It is whether we can get from Nixle the cell phone numbers that are already subscribed to the system transitioned right over to Ready/Notify, or whether every resident who has a cell phone will have to re-register with Ready/Notify. Mayor Sutherland stated that she may not be able to do that until the end of the Nixle contract. Fire Chief Lyons stated that because it is end-user inputted we do not own that information.

Mr. Lee noted that the downside is that the residents will have to re-enter their information into the Ready/Notify System. Mayor Sutherland stated that the upside is that a lot more information can be entered, e.g., multiple cell phone numbers.

Mr. Vincent asked when the Ready/Notify System will be ready for registration. Chief Lyons stated that it is ready now, and is on the city's website.

Mr. Lee will introduce a resolution at the Special Meeting of Council this evening to authorize the Mayor to sign a Memorandum of Understanding with the Cuyahoga County Soil and Water Conservation District for the conservation of natural resources and storm water program technical assistance for a 12-month period effective July 1, 2014 and with an annual conservation appropriation (grant) not to exceed \$4,000 to be paid annually. The amount is to be prorated for 2014, with \$2,000 to be paid for the remainder of 2014.

Mayor Sutherland stated that the Cuyahoga County Soil and Water Conservation District prepares documents and reports for the Environmental Protection Agency. Service Director Scott advised that the \$2,000 payment for 2014 will cover all services in the contract by the Cuyahoga County Soil and Water Conservation District for the remainder of the year.

PUBLIC IMPROVEMENTS, STREETS/SEWERS/DRAINAGE COMMITTEE-Tadych

Replacement of Transfer Station Facility

Mr. Tadych will introduce an ordinance at the Special Meeting of Council this evening authorizing the Mayor to enter into a contract with Industrial Contracting Company for the replacement of the transfer station facility at the City Service Garage. The transfer station was destroyed by a collapsed roof in 2010. Insurance proceeds have been received to replace the building. The contract with Industrial Contracting Company is in the amount of \$256,155.00.

Mr. Clark asked if there might be other opportunities for additional work since the bid came in at a lower price than the estimated cost. Mr. Tadych stated that there is about \$35,000 left in the budget for refurbishing and painting by the Service Department. Mr. Lee noted that there is \$100,000 in the account that was budgeted for this expense earlier.

Mr. Tadych will also introduce motions this evening to remove items from the Matters Pending before Council Committee List, pertaining to the Public Improvements, Streets, Sewers, and Drainage Committee.

A resolution ordering sidewalk repair will be introduced by Mr. Tadych this evening. This is an annual project throughout the city to repair or replace sidewalks abutting properties. The work is primarily in Ward 1 this year. Notifications will be sent to property owners of the necessity to repair or replace their sidewalk, and the option to have the City do the work. The work will not be sent out to a private contractor this year but will be performed by the City Service Department at a savings to both the City and the residents. The estimated cost of replacement is \$4.86 per square foot.

FINANCE & CLAIMS COMMITTEE – Clark

Administrative Compensation Ordinance

Mr. Clark will introduce an administrative compensation ordinance with adjustments to the existing ordinance due to the resignation of Community Services Director Bock, and the necessity to provide for an Interim Director of Community Services. Mr. Clark asked the hourly rate for Mrs. Orin prior to accepting this new position. Mayor Sutherland stated that she thinks it was at \$17.00 and when she stepped into assist two years ago during an illness leave she was paid \$20.00 per hour. However, at this time Mrs. Orin will be doing both her existing job and the job of Interim Community Services Director. Mr. Koomar stated that it is slightly more than was discussed but in talking with the Finance Director he agrees that it makes sense due to the fact that she will be doing two jobs. Mr. Clark asked the timeline for hiring a new Director of Community Services. Mayor Sutherland stated that what they would like is for Ann Orin to assume the Interim Director's position on July 7, having that week to work with Director Bock prior to Ms. Bock's departure. Mayor Sutherland is anticipating a six-week process for replacing Director Bock.

Mr. Clark advised that the ordinance also includes an addition of \$5,000 to Service Director Thomas' salary for his new additional position as Safety Director. Mr. Clerk stated that he has discussed this with Mr. Lee and Mr. Thomas.

Mr. Clark noted that Councilman Lee has suggested eliminating Line 6 from the proposed administrative compensation ordinance. This item provides compensation for the Assistant to the Director of Law, and may have been a carry-over from a previous employee. The ordinance will be amended by reading.

Conda Boyd stated that the current Safety Director is the Mayor. Mr. Koomar stated that is correct, the Mayor is the current Safety Director without compensation. Ms. Boyd asked if Service Director Thomas will be appointed as the new Safety Director this evening. Mr. Koomar responded affirmatively. Ms. Boyd stated that normally new appointments are on the agenda. Mayor Sutherland stated it is included in the administrative compensation ordinance that will be introduced this evening. Mr. Koomar stated that it is not a new position. To Ms. Boyd's point, the appointment could have been listed on the agenda, and he apologized for that. The position is being transferred from the Mayor to Mr. Thomas and the duties are the same as Mr. Thomas performed in North Olmsted when he oversaw the safety forces in that city. Ms. Boyd stated that she has no objection; she believes it is an excellent choice. She was just concerned that it was not advertised and is being pushed through at this point. Ms. Boyd stated that she understands that an ordinance for the Mayor and Council compensation was pushed through last year in order to meet the Board of Elections deadline, but any matter of compensation should normally go on three readings. It is understandable that the compensation must go through immediately for the replacement of Director of Community Services Bock. Ms. Bock asked why the discussion about the Safety Director was not brought up before as a matter of public record.

Mr. Koomar stated that the Council increases were passed as the first cycle for the Primary Election. Ms. Boyd stated that for future changes in compensation the ideal thing would be for the ordinance to go through three readings. It is not even noted on tonight's agenda of the new appointment, and

if the Council packets had not been available on line she would not have even known there would be an appointment made.

Ms. Boyd started that she understands the Mayor has a car because she is the Safety Director. She asked if the car will go to Mr. Thomas, or go back to the fleet. Mr. Koomar stated that this is an operational decision. This is not something the Council has discussed. The Mayor has always had a vehicle as part of compensation; he is not aware that this will change. Mr. Koomar stated further he is not aware of any document that says that because the Mayor is the Safety Director the car automatically follows. Ms. Boyd stated that she had understood that was part of the discussion at that time. Ms. Boyd asked Mr. Thomas if he had a city vehicle and Mr. Thomas responded that he did have a vehicle.

Ms. Boyd urged Council to put changes in compensation through in three readings and make any appointment public. Mr. Koomar stated that he will take responsibility for agenda items. He looks at it as a compensation change for an existing employee.

Ms. Boyd asked what would happen to that \$5,000 if Mr. Thomas should leave the City's employment and that position of Safety Director falls back to the Mayor. The Mayor stated that she would do as she had done previously. She would say that she did not want the \$5,000, thinking it is ridiculous for the Mayor to be paid extra for making the decisions that she is already being paid to make. Law Director Ebert stated that the Mayor's salary is not permitted to be increased during the term of office. That is why it is voted on before she takes the position.

Mr. Koomar stated that if a new Service Director came in he would be paid a wage appropriate for a Service Director and not necessarily the \$5,000 additional for Safety Director. That is why it is listed separately on the ordinance.

Mr. Clark stated that it is important to do three readings for items that are of material importance. This is not a material item and is the right decision for the City and Mr. Thomas's assuming this position is an enhancement for all of us.

Ms. Boyd stated that she thinks it is a wonderful decision and the City and Mr. Thomas will be richer for it.

Outside Legal Contracts

Mr. Koomar stated that he had placed an ordinance on the agenda that was purely a presentation of combining different components of the Law Director and outside legal work. There were some questions on that, and the Mayor would like it pulled for further discussion and he has agreed to do so. There are no changes in numbers, but Mr. Koomar has seen from other cities that presentation that in the spirit of transparency works well. Not knowing where the discussion would go beyond vacation, Mr. Koomar made the call to put it on the agenda so that there was flexibility in the event that there was consensus as we do with other items. Obviously there was not consensus so it can be removed for future discussions. Again, there was no change in compensation or data; it is just a

combination of putting all those components together. In talking with Mr. Henderson, he found the presentation to be helpful as a new Council member. We have also had questions from the public.

Mr. Clark advised that Finance Director Mahoney has reported that the City of Bay Village has just received a clean bill of health and an Unqualified Audit for the last fiscal year. Pending confirmation from the State Auditor's Office, we will be in good stead.

PLANNING, ZONING & PUBLIC GROUNDS & BUILDINGS COMMITTEE-Lieske

Chapter 1158 – Attached Residence District

Mrs. Lieske advised that the Planning, Zoning, Public Grounds and Buildings Committee met this evening and started going through the current draft ordinance for Chapter 1158. The committee decided to look at where they were in agreement, which might be a more conservative version, and also look at what other colleagues might feel and have that brought to discussion as well. The committee is trying to hone in on places to start where they are all in agreement for working with the Council of the Whole. The committee has come to a consensus on getting started and Mr. Ebert will work with Building Official John Cheatham on cleaning up and putting what they received in more ordinance fashion. The committee will reconvene early on after the recess and continue going through the draft.

Mr. Koomar stated that he would hope that as those components take shape the committee will hold a meeting or two during the summer. Mrs. Lieske stated that they discussed the time frame as a group. Given the work load of Mr. Cheatham with the busy building season and his input needed for the Law Department, and the time that would be needed, as well as input from residents, the committee thought they would be ready to roll quickly with a meeting in September.

Mr. Ebert stated that he will have a rough draft ready over the next few weeks so there is a process of communication.

Moratorium on Attached Residence District Development

Mr. Koomar stated that he understood after last week's meeting and after discussing this with Mr. Lee and Mr. Clark we did want to have this moratorium item as an agenda item. Mrs. Lieske stated that the Planning and Zoning Committee had discussed that, thinking the work with Chapter 1158 would go through three more months, and to be consistent with what we have done, and considering transparency for the residents, the moratorium will continue providing continuity and consistency for the residents. The ordinance was prepared for an extension of the moratorium for 90 days, but will be amended by reading tonight to be for a 120 day period, and eliminating the reference to Section 1158(B).

In regard to the Ready/Notify system of Cuyahoga County, Mrs. Lieske noted that the agreement lists one person as the contact. She asked how many people will be able to utilize the system and if there will be a protocol and some kind of manual that if the contact person is not available the notifications can still be done. Is there anything that needs to be referenced with the agreement with the county since they refer to one person?

Mayor Sutherland stated that the county does have a back-up with their Emergency Management Department. From the City of Bay Village perspective, Fire Chief Lyons has put together a draft that the administration will review. Mr. Tadych asked if the Safety Director is involved in this at all. Mayor Sutherland stated that he will be involved. Mr. Lee stated that Chief Lyons being the point of contact, that doesn't mean that the Mayor or others such as Chief Spaetzel would be able to also initiate notifications. Mayor Sutherland stated that this is correct, and just to be clear they will make sure that Safety Director Thomas has access. They will sit down and identify who, and on what shift, will have access.

Mayor Sutherland clarified that even though Mr. Thomas has been appointed as Safety Director, ultimately any decisions that are going to be made will still be made by her as the Mayor. What she is looking for Mr. Thomas to do is help with efficiencies and collaboration.

Mrs. Lieske will make a motion this evening to confirm the reappointment of Dave Maddux to the Planning Commission. Mrs. Lieske stated that she would thoroughly support this reappointment. Mr. Maddux is a valuable member of the Planning Commission.

RECREATION & PARK IMPROVEMENT COMMITTEE-Henderson

Mr. Henderson had no report this evening.

SERVICES, UTILITIES & EQUIPMENT COMMITTEE-Vincent

Mr. Vincent stated that the Services, Utilities and Equipment Committee met this evening to discuss videotaping or streaming City Council meetings which was a productive meeting with valuable information and suggestions discussed. Two guest speakers attended the meeting: Mr. Dave Walters and Greg Puntel, both residents of Bay Village working in the technology industry.

Mr. Vincent will move to remove the LEEDCo Resolution of Support for Off-Shore Wind Turbines from the Matters Pending before Council Committee list, pertinent to the Services, Utilities and Equipment Committee this evening.

MISCELLANEOUS

There being no further discussion, the meeting adjourned at 8:00 p.m.

Paul Koomar, President of Council

Joan Kemper, Clerk of Council

City of Bay Village

Council Minutes, Special Meeting
Council Chambers 8:05 p.m.

June 30, 2014

Paul A. Koomar, President of Council, Presiding

Present: Clark, Henderson, Koomar, Lee, Lieske, Tadych, Vincent, Mayor Sutherland

Also Present: Law Director Ebert, Service Director Thomas, Fire Chief Lyons, Recreation Director Enovitch, Operations Manager Landers.

President of Council Koomar called the meeting to order at 8:05 p.m. with a roll call and Pledge of Allegiance led by Councilman-at-large, Dwight Clark

ANNOUNCEMENTS

Mayor Sutherland announced the reappointment of David Maddux to the Planning Commission for a 5-year term from August 17, 2014 to August 17, 2019. This will be the second term for Mr. Maddux on the Planning Commission. He has also served many terms on the Architectural Board of Review.

AUDIENCE

The following audience members signed in this evening: Denny Wendell, Marty Mace, Jerrie Barnett, Conda Boyd, Jeff Gallatin.

Jerrie Barnett commented that it is wonderful to have Cahoon Road open. Conda Boyd added that Osborn Road looks great too.

Motion by Clark to approve the minutes of the Special Meeting of Council held June 9, 2014 as prepared and distributed.

Motion passed 7-0.

Motion by Clark to approve the minutes of the meeting of the Cahoon Memorial Park Trustees held June 9, 2014 as prepared and distributed.

Motion passed 8-0.

Motion by Clark authorizing and approving the attendance of Joan Kemper, Clerk of Council, at the Certified Public Records Training as designee for Paul Koomar, Dwight Clark, Steve Lee, David Tadych, Karen Lieske, Tom Henderson and Paul Vincent, members of Bay Village City Council, on June 23, 2014 at the Bay Village City Hall, fulfilling the requirements for the

Special Meeting of Council
June 30, 2014

members of Bay Village City Council so named, under Ohio Revised Code Section 109.43 (B), effective September 29, 2007.

Motion passed 7-0.

Mr. Clark introduced **Ordinance No. 14-73, amending by reading** to delete Line 6, providing compensation for the Assistant to the Law Director, amending Section 1 of Ordinance 14-37 regarding Rates of Compensation for the Officers and Employees of the General Administration Department and those employees of the City not covered by Separate Labor Contract for the Calendar Year 2014 and thereafter, and declaring an emergency, and moved for adoption.

There being no further discussion, Mr. Koomar called for a vote on the motion to adopt Ordinance No. 14-73.

Roll Call on Suspension of Charter Rules:

Yeas- Clark, Henderson, Koomar, Lee, Lieske, Tadych, Vincent
Nays-None

Roll Call on Suspension of Council Rules:

Yeas –Clark, Henderson, Koomar, Lee, Lieske, Tadych, Vincent
Nays–None

Roll Call on Use of the Emergency Clause:

Yeas –Clark, Henderson, Koomar, Lee, Lieske, Tadych, Vincent
Nays -None

Roll Call on Adoption:

Yeas–Clark, Henderson, Koomar, Lee, Lieske, Tadych, Vincent
Nays–None.

Mr. Koomar announced adoption of Ordinance No. 14-73, an emergency measure, by a vote of 7-0.

Mr. Lee introduced **Resolution No. 14-74** authorizing the Mayor to enter into a Memorandum of Understanding with Cuyahoga County for the use of Cuyahoga County’s mass notification system “Ready/Notify,” and declaring an emergency, and moved for adoption.

There being no further discussion, Mr. Koomar called for a vote on the motion to adopt Resolution No. 14-74.

Roll Call on Suspension of Charter Rules:

Yeas- Henderson, Koomar, Lee, Lieske, Tadych, Vincent, Clark
Nays-None

Roll Call on Suspension of Council Rules:

Yeas –Henderson, Koomar, Lee, Lieske, Tadych, Vincent, Clark
Nays–None

Roll Call on Use of the Emergency Clause:

Yeas –Henderson, Koomar, Lee, Lieske, Tadych, Vincent, Clark
Nays -None

Roll Call on Adoption:

Yeas—Henderson, Koomar, Lee, Lieske, Tadych, Vincent, Clark

Nays—None.

Mr. Koomar announced adoption of Resolution No. 14-74, an emergency measure, by a vote of 7-0.

Mr. Lee introduced **Resolution No. 14-75** authorizing the Mayor to enter into a Memorandum of Understanding with the Cuyahoga Soil and Water Conservation District, and declaring an emergency, and moved for adoption.

There being no further discussion, Mr. Koomar called for a vote on the motion to adopt Resolution No. 14-75.

Roll Call on Suspension of Charter Rules:

Yeas- Koomar, Lee, Lieske, Tadych, Vincent, Clark, Henderson

Nays-None

Roll Call on Suspension of Council Rules:

Yeas –Koomar, Lee, Lieske, Tadych, Vincent, Clark, Henderson

Nays—None

Roll Call on Use of the Emergency Clause:

Yeas –Koomar, Lee, Lieske, Tadych, Vincent, Clark, Henderson

Nays -None

Roll Call on Adoption:

Yeas—Koomar, Lee, Lieske, Tadych, Vincent, Clark, Henderson

Nays—None.

Mr. Koomar announced adoption of Resolution No. 14-75, an emergency measure, by a vote of 7-0.

Mr. Tadych introduced **Resolution No. 14-76** ordering the repair of the public sidewalks abutting certain premises in the City of Bay Village, and declaring an emergency, and moved for adoption.

Mr. Tadych noted that the Director of Public Service has stated that the cost for sidewalk replacement will be approximately \$4.86 per square foot.

There being no further discussion, Mr. Koomar called for a vote on the motion to adopt Resolution No. 14-76.

Roll Call on Suspension of Charter Rules:

Yeas-Lee, Lieske, Tadych, Vincent, Clark, Henderson, Koomar

Nays-None

Roll Call on Suspension of Council Rules:

Yeas –Lee, Lieske, Tadych, Vincent, Clark, Henderson, Koomar

Nays—None

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Roll Call on Use of the Emergency Clause:

Yeas –Lee, Lieske, Tadych, Vincent, Clark, Henderson, Koomar

Nays -None

Roll Call on Adoption:

Yeas–Lee, Lieske, Tadych, Vincent, Clark, Henderson, Koomar

Nays–None.

Mr. Koomar announced adoption of Resolution No. 14-76, an emergency measure, by a vote of 7-0.

Mr. Tadych introduced **Ordinance No. 14-77** authorizing the Mayor to enter into an agreement with Industrial Contracting Company for the replacement of the Transfer Station Facility and declaring an emergency, and moved for adoption.

There being no further discussion, Mr. Koomar called for a vote on the motion to adopt Ordinance No. 14-77.

Roll Call on Suspension of Charter Rules:

Yeas- Lieske, Tadych, Vincent, Clark, Henderson, Koomar, Lee

Nays-None

Roll Call on Suspension of Council Rules:

Yeas –Lieske, Tadych, Vincent, Clark, Henderson, Koomar, Lee

Nays–None

Roll Call on Use of the Emergency Clause:

Yeas –Lieske, Tadych, Vincent, Clark, Henderson, Koomar, Lee

Nays -None

Roll Call on Adoption:

Yeas–Lieske, Tadych, Vincent, Clark, Henderson, Koomar, Lee

Nays–None.

Mr. Koomar announced adoption of Ordinance No. 14-77, an emergency measure, by a vote of 7-0.

Mrs. Lieske introduced **Ordinance No. 14-78, amending by reading** to change the moratorium period of time from 90 days to 120 days, and to delete all reference to Chapter 1158(B), extending the Moratorium on the Development under Chapters 1158 Attached Residences in the City of Bay Village, and declaring an emergency, and moved for adoption.

There being no further discussion, Mr. Koomar called for a vote on the motion to adopt Ordinance No. 14-78.

Roll Call on Suspension of Charter Rules:

Yeas- Tadych, Vincent, Clark, Henderson, Koomar, Lee, Lieske

Nays-None

Roll Call on Suspension of Council Rules:

Yeas –Tadych, Vincent, Clark, Henderson, Koomar, Lee, Lieske

Nays–None

Roll Call on Use of the Emergency Clause:

Yeas –Tadych, Vincent, Clark, Henderson, Koomar, Lee, Lieske

Nays -None

Roll Call on Adoption:

Yeas–Tadych, Vincent, Clark, Henderson, Koomar, Lee, Lieske

Nays–None.

Mr. Koomar announced adoption of Ordinance No. 14-78, an emergency measure, by a vote of 7-0.

Mr. Tadych stated that he will move to remove three items from the Public Improvements, Streets, Sewers and Drainage Committee this evening, until they become more closely defined for committee involvement, as follows:

Motion by Tadych to remove Capital Buildings (All Buildings 2-9-06) from the Matters Pending before Council Committee List.

Motion passed 7-0.

Motion by Tadych to remove Long Term Sewer Improvement (2-11-08) from the Matters Pending before Council Committee List.

Motion passed 7-0.

Motion by Tadych to remove Wind Turbines (Public Improvements Committee Meeting 5-10-10) from the Matters Pending before Council Committee List.

Motion passed 7-0.

Motion by Lieske to confirm the reappointment by Mayor Sutherland of Dave Maddux to the City Planning Commission for a 5-year term from 8-17-14 to 8-17-19. Mr. Koomar stated that he endorses this appointment as Mr. Maddux is serving a second term on the Planning Commission and is a valuable asset to both the community and the Planning Commission.

Motion passed 7-0

Motion by Mr. Vincent to remove LEEDCo Resolution of Support for Off-Shore Wind Turbines from the Matters Pending before Council Services, Utilities and Equipment Committee List.

Motion passed 7-0.

In compliance with Section 121.22 of the Ohio Revised Code, Mr. Clark **MOVED** to convene to Executive Session regarding Contracts –Outside Legal/Personnel– Law.

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June 30, 2014

Roll Call Vote: Yeas- Clark, Henderson, Koomar, Lee, Lieske, Tadych, Vincent. Nays – None. Motion passed 7-0.

Also present in Executive Session were Mayor Sutherland, Law Director Ebert.

Council reconvened in an open meeting at 9:08 p.m. Present were: Clark, Henderson, Koomar, Lee, Lieske, Tadych, Vincent.

There being no further business to discuss, the meeting adjourned at 9:12 p.m.

Paul A. Koomar, President of Council

Joan Kemper, Clerk of Council

AN ORDINANCE
AMENDING CODIFIED ORDINANCE SUBSECTION 721.01 REGARDING
PEDDLERS, SOLICITORS AND CANVASSERS;
DEFINITION OF CANVASSER

BE IT ORDAINED by the Council of the City of Bay Village, Ohio:

SECTION 1. That Codified Ordinance Subsection 721.01(b) which presently reads as follows:

“721.01 DEFINITIONS.

As used in this Chapter:

- (b) "Canvasser" means any person traveling either by foot, automobile, truck, or any other type of conveyance from place to place, door to door or from street to street who obtains or seeks to obtain or influences the opinions of the residents of the City, upon the private residences including any house, apartment or other dwelling in the City, who also may or may not obtain or seek to obtain funds for any cause whatsoever.”

be and the same is hereby amended to read:

721.01 DEFINITIONS.

As used in this Chapter:

- (b)"Canvasser" means any individual, group of individuals or organization traveling either by foot, automobile, truck, or any other type of conveyance from place to place, door to door or from street to street who obtains or seeks to obtain or influences the opinions of the residents of the City , for any purpose, including but not limited to civic, political, educational and/ or social organizations, upon the private residences including any house, apartment or other dwelling in the City, who also may or may not obtain or seek to obtain funds for any cause whatsoever.

and present Subsection 721.01(b) is hereby repealed.

PASSED:

PRESIDENT OF COUNCIL

CLERK OF COUNCIL

APPROVED:

MAYOR

**ORDINANCE NO.
INTRODUCED BY:**

AN ORDINANCE

AUTHORIZING THE MAYOR TO EXECUTE A FINAL CHANGE ORDER FOR TRAX CONSTRUCTION COMPANY INC. FOR THE CAHOON ROAD SANITARY SEWER REPLACEMENT PROJECT, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Bay Village has an agreement with Trax Construction Company for the Cahoon Road Sanitary Sewer Replacement Project in the total amount of \$1,405,619.00 authorized by Ordinance No. 13-74 passed on September 16, 2013; and

WHEREAS, the City has executed Change Order #1 with Trax Construction Company, authorized by Ordinance No. 14-71 passed on June 9, 2014; adding the amount of \$202,226.57 to the said Contract and bringing the Contract price to \$1,607,845.57; and

WHEREAS, Trax Construction Company submitted a Final Change Order for approval by the City, adjusting the final Contract amount for all work completed and crediting the value of any non-performed work back to the City;

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Bay Village, Ohio:

SECTION 1. That the Mayor be and she is hereby authorized to execute a Final Change Order with Trax Construction Company, 30701 Euclid Avenue, Wickliffe, Ohio 44092, for the Cahoon Road Sanitary Sewer Replacement Project, deducting a total amount of \$30,320.26 from the said Contract and bringing the final Contract price to \$ 1,577,525.31. Payment shall be made from the Sewer Improvements Fund (580.330.55410).

SECTION 2. That this Council finds and determines that all formal actions of this Council concerning and relating to the passage of this ordinance were taken in an open meeting of this Council, and that all deliberations of this Council and of any committee that resulted in those formal actions were in meetings open to the public in compliance with law.

SECTION 3. That this ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, property and safety, and for the further reason to provide said services so that the sanitary sewer replacement may go forward expeditiously, wherefore this ordinance shall be in full force and take effect immediately upon its passage and approval by the Mayor.

PASSED:

PRESIDENT OF COUNCIL

CHANGE ORDER NO.: 5

DATE: 6/30/2014

PROJECT NAME: Cahoon Road Sanitary Sewer Improvements

OWNER: City of Bay Village

CONTRACTOR: TRAX Construction Company

PROJECT NO.: 1133701

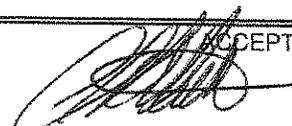
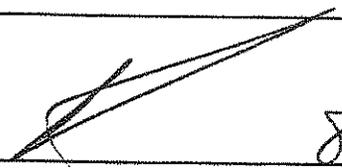
DESCRIPTION: See attached

CONTRACT PRICE:

ORIGINAL CONTRACT PRICE:	\$1,405,619.00
NET PRIOR CHANGE ORDERS:	\$202,226.57
CURRENT CONTRACT PRICE:	\$1,607,845.57
NET AMOUNT THIS CHANGE ORDER:	(\$10,359.91)
REVISED CONTRACT PRICE:	\$1,597,485.66

CONTRACT TIME:

CONTRACT DATE:	9/9/2013
ORIGINAL COMPLETION DATE:	12/31/2013
CURRENT COMPLETION DATE:	7/15/2014
AMOUNT OF TIME EXTENSION:	
REVISED COMPLETION DATE:	7/15/2014

ACCEPTED BY: 	APPROVALS:
Christopher Valletto TRAX Construction Company DATE: 7/29/14	
APPROVAL RECOMMENDED BY: Chris Brubaker CT Consultants, Inc. DATE: 8-4-14	
Thomas Gwydir, P.E. CT Consultants, Inc. DATE: 8-7-14	 Scott Thomas Bay Village Service Director DATE: 8/12/14

CHANGE ORDER NO.: 6F

DATE: 7/17/2014

PROJECT NAME: Cahoon Road Sanitary Sewer Improvements

OWNER: City of Bay Village

CONTRACTOR: TRAX Construction Company

PROJECT NO.: 1133701

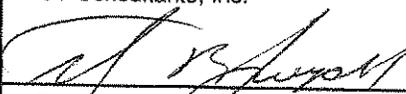
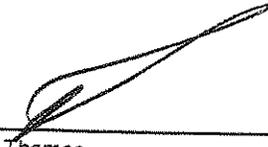
DESCRIPTION: See attached

CONTRACT PRICE:

ORIGINAL CONTRACT PRICE:	\$1,405,619.00
NET PRIOR CHANGE ORDERS:	\$191,866.66
CURRENT CONTRACT PRICE:	\$1,597,485.66
NET AMOUNT THIS CHANGE ORDER:	(\$19,960.35)
REVISED CONTRACT PRICE:	\$1,577,525.31

CONTRACT TIME:

CONTRACT DATE:	9/9/2013
ORIGINAL COMPLETION DATE:	12/31/2013
CURRENT COMPLETION DATE:	7/15/2014
AMOUNT OF TIME EXTENSION:	
REVISED COMPLETION DATE:	7/15/2014

ACCEPTED BY:		APPROVALS:	
	7/17/14		
Christopher Valletto TRAX Construction Company	DATE		
APPROVAL RECOMMENDED BY:			
	8-4-14		
Chris Brubaker CT Consultants, Inc.	DATE		
	8-7-14		8/13/14
Thomas Gwydir, P.E. CT Consultants, Inc.	DATE	Scott Thomas Bay Village Service Director	DATE

ORDINANCE NO.:
INTRODUCED BY:

To amend appropriations for the current and other expenditures of the City of Bay Village for the fiscal year 2014, as previously appropriated in temporary appropriations 13-119 and 14-01 and annual appropriations 14-02, 14-18, 14-51 and 14-68.

WHEREAS, it is necessary to conduct a civil service test to determine a current eligibility list to obtain qualified police candidates.

BE IT ORDAINED by the Council of the City of Bay Village, State of Ohio:

Section 1: That to provide for the current expenses and other expenditures of the City of Bay Village during the fiscal year ending December 31, 2014, the following sums be and they are hereby set aside and appropriated from the funds herein specified as follows, to wit:

Section 2: That there be appropriated transferred and advanced from the following funds and as further detailed in the Schedules attached hereto as Exhibit "A" and Exhibit "B" and incorporated herein:

General Fund - 100						
Fund #	Fund Activity	Personal Service	Other	Capital Improvement	Transfers/Advances	Total
100	Total General Fund	\$ 6,616,426	\$ 3,429,597	\$ 36,700	\$ 568,329	\$ 10,651,052

Special Revenue Fund Group - 200						
Fund #	Fund Activity	Personal Service	Other	Capital Improvement	Transfers/Advances	Total
210	Emergency Paramedic	\$ 1,048,791	\$ 64,475	\$ 12,200	\$ -	\$ 1,125,466
230	Parks and Recreation	637,390	236,360	4,500	-	878,250
231	Community Gym Capital Improvement	-	-	11,500	-	11,500
232	Youth Activities	-	-	-	20,039	20,039
234	Play in Bay	-	-	-	-	-
235	Bay Family Services	-	41,300	-	-	41,300
236	Community Diversion	-	7,000	-	-	7,000
237	Bay Bike and Skate Park	-	2,000	-	-	2,000
240	Equipment Replacement	-	-	734,000	-	734,000
245	Private Property Maintenance	3,555	28,000	-	-	31,555
250	State Highway	-	50,000	-	-	50,000
270	Street Construction	650,320	380,100	645,100	250,000	1,925,520
280	Police Pension	348,215	-	-	-	348,215
281	Fire Pension	466,503	-	-	-	466,503
282	Accrued Benefits	140,000	-	-	-	140,000
284	Endowment Trust	-	6,235	-	-	6,235
290	Senior Programs	-	38,000	-	-	38,000
291	FEMA	-	-	-	-	-
292	Law Enforcement	-	3,500	-	-	3,500
293	Drug Fine/Bail Forfeiture	-	500	-	-	500
294	Alcohol Intervention	-	1,500	-	-	1,500
295	Dare	-	-	-	-	-
296	Grant Commission Fund	-	-	-	-	-
200	Total Special Revenue Funds	\$ 3,294,774	\$ 858,970	\$ 1,407,300	\$ 270,039	\$ 5,831,083

Debt Service Fund Group - 300						
Fund #	Fund Activity	Personal Service	Other	Capital Improvement	Transfers/Advances	Total
300	General Bond Retirement	\$ -	\$ 2,788,215	\$ -	\$ -	\$ 2,788,215

Capital Project Fund Group - 400

Fund #	Fund Activity	Personal Service	Other	Capital Improvement	Transfers/Advances	Total
400	Sidewalk Construction & Repair	\$ -	\$ -	\$ -	\$ 36,329	\$ 36,329
480	Walker Road Park	-	500	-	-	500
490	Public Improvement	-	-	344,000	-	344,000
492	Salt Garage	-	-	192,000	-	192,000
493	Bradley Road	-	-	7,539	-	7,539
494	Infrastructure Improvements	-	-	-	5,700	5,700
495	Municipal Building Improvements	-	-	-	215,000	215,000
496	Roof Repair	-	-	-	-	-
400	Total Capital Project Fund Group	\$ -	\$ 500	\$ 543,539	\$ 257,029	\$ 801,068

Enterprise Fund Group- 500

Fund #	Fund Activity	Personal Service	Other	Capital Improvement	Transfers/Advances	Total
520	Pool	\$ 210,400	\$ 116,000	\$ 90,900	\$ -	\$ 417,300
580	Sewer	796,925	1,372,682	323,044	780,000	3,272,651
500	Total Enterprise Fund Group	\$ 1,007,325	\$ 1,488,682	\$ 413,944	\$ 780,000	\$ 3,689,951

Internal Service Fund Group - 600

Fund #	Fund Activity	Personal Service	Other	Capital Improvement	Transfers/Advances	Total
600	Health Insurance	\$ -	\$ 1,464,752	\$ -	\$ -	\$ 1,464,752
601	General Insurance	-	195,800	-	-	195,800
602	Workers Compensation	222,860	-	-	-	222,860
600	Total Internal Service Fund Group	\$ 222,860	\$ 1,660,552	\$ -	\$ -	\$ 1,883,412

Trust Fund Group - 800

Fund #	Fund Activity	Personal Service	Other	Capital Improvement	Transfers/Advances	Total
810	Cahoon Park	\$ -	\$ 83,507	\$ -	\$ -	\$ 83,507
820	Cahoon Memorial	-	3,300	-	-	3,300
830	Cahoon Library	-	8,000	-	-	8,000
840	Waldeck	-	5,500	-	-	5,500
860	Dwyer	-	5,000	-	-	5,000
861	Community Gardens	-	4,000	-	-	4,000
800	Total Trust Fund Group	\$ -	\$ 109,307	\$ -	\$ -	\$ 109,307

Deposit Fund Group - 900

Fund #	Fund Activity	Personal Service	Other	Capital Improvement	Transfers/Advances	Total
930	Building Deposits	\$ -	\$ 42,000	\$ -	\$ -	\$ 42,000
931	Security Deposits	-	21,000	-	-	21,000
900	Total Deposit Fund Group	\$ -	\$ 63,000	\$ -	\$ -	\$ 63,000

Grand Total All Funds	\$ 11,141,385	\$ 10,398,823	\$ 2,401,483	\$ 1,875,397	\$ 25,817,088
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Itemized list of Transfers and Advances by Fund

Description	Amount
General Fund to Parks and Recreation	\$ 403,000
General Fund to Community Gym	7,829
General Fund to Street Construction	50,000
General Fund to Cahoon Income	25,000
General Fund to Cahoon Trust	2,000
General Fund to Cahoon Library	10,000
General Fund to Bay Family Services	40,500
General Fund to Accrued Benefits	30,000
General Fund to Community Band	-
Infrastructure Improvement to Bradley Naigle	5,700
Youth Activities to Parks and Recreation	20,039
Sidewalk Fund to Private Property Maintenance	36,329
Municipal Building Improvements to Public Improvements	215,000
Total Transfers	\$ 845,397

Street Construction to Infrastructure Improvement		250,000
Sewer Maintenance to Infrastructure Improvement		780,000
Total Advances and Advance Repayments	\$	1,030,000
Total Transfers and Advances	\$	1,875,397

Section 3: That the City Director of Finance be and is hereby authorized and directed to draw warrants against the appropriations set forth upon presentation of proper vouchers.

Section 4: That all expenditures within the fiscal year ending December 31, 2014 shall be made in accordance with the code accounts set forth above, and shall be made within the appropriations herein provided ("Appropriations" as used means the total amount appropriated for an individual fund).

Section 5: That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 6: This ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare for the reason that it is necessary in the current operation of the City, and therefore shall take effect immediately upon its enactment and approval by the Mayor.

PASSED:

PRESIDENT OF COUNCIL

CLERK OF COUNCIL

MAYOR

EXHIBIT "A"
SCHEDULE OF BUDGETS BY DEPARTMENT FOR GENERAL FUND

Department	Personal Service	Other	Equipment Replacement	Transfers	Total
Council	\$ 58,200.00	\$ 9,150.00	\$ -	\$ -	\$ 67,350.00
Clerk of Council	50,430.00	900.00	-	-	51,330.00
Mayor	127,300.00	7,400.00	1,000.00	-	135,700.00
Law	112,508.00	121,600.00	-	-	234,108.00
Finance	231,416.00	43,150.00	1,200.00	-	275,766.00
Taxation	-	180,000.00	-	-	180,000.00
General Administration	181,762.00	497,542.00	-	568,329.00	1,247,633.00
Civil Service	-	16,250.00	-	-	16,250.00
Planning Commission	-	950.00	-	-	950.00
Zoning Board of Appeals	-	900.00	-	-	900.00
Service	1,799,885.00	1,808,600.00	10,500.00	-	3,618,985.00
Fire	1,359,185.00	98,390.00	14,000.00	-	1,471,575.00
Police	2,482,260.00	289,465.00	10,000.00	-	2,781,725.00
Central Dispatch	-	125,000.00	-	-	125,000.00
Building	-	217,475.00	-	-	217,475.00
Architecture Board of Review	-	25.00	-	-	25.00
Community Services	213,480.00	12,800.00	-	-	226,280.00
GRAND TOTAL	\$ 6,616,426.00	\$ 3,429,597.00	\$ 36,700.00	\$ 568,329.00	\$ 10,651,052.00

EXHIBIT "B"
SCHEDULE OF CAPITAL PROJECTS AND EQUIPMENT APPROPRIATIONS BY FUND

Fund	Description	Amount
Equipment Replacement (240)	Police Vehicles (2)	\$ 86,000.00
	Police Equipment (MARCS Radios)	47,000.00
	Service (#30) Super Duty	60,000.00
	Service (#116) Composter	230,000.00
	Service (#45) Utility Body	30,000.00
	Work Order System	20,000.00
	Phone System (From 2012)	50,000.00
	Fiber Optic and Computers	90,000.00
	Vehicle Community Service (From 2013)	18,000.00
	Community Service Bus	60,000.00
	Fire Equipment	43,000.00
Total Equipment Replacement (240)		734,000.00
Street Construction (270)		
	Streets TBD	525,000.00
Total Street Construction (270)		525,000.00
Public Improvement (490)		
	Fire Facility Improvements	15,000.00
	Hartman Field Lighting	140,000.00
	Service - Transfer Station	100,000.00
	Rose Hill Exterior	24,000.00
	City Hall Entrance	40,000.00
	Dwyer Building Improvements	25,000.00
Total Public Improvement (490)		344,000.00
Salt Garage (492)	Transfer Station	192,000.00
Pool (520)	Aquatic Repair	85,000.00
GRAND TOTAL		\$ 1,880,000.00

AGREEMENT FOR COLLECTION OF SOFT RECYCLABLES

This Agreement for the Collection of Soft Recyclables ("Agreement") is made and entered into this ___ day of _____, 2014, by and between the City of Bay Village, Ohio (herein referred to as "BAY VILLAGE") a municipal solid waste authority with a business location at _____, MUNICIPAL ADDRESS, Oh, and Great Lakes Recycling, Inc. dba Simple Recycling, an Ohio corporation (which with its successors and assigns is herein referred to as "Contractor") with a business address at 5425 Naiman Parkway, Solon, OH 44139.

WITNESSETH:

WHEREAS, Contractor is skilled and experienced in the collection and efficient recycling and disposition of Soft Recyclables; and

WHEREAS, BAY VILLAGE desires to limit and restrict the quantity of Soft Recyclables which are deposited in the landfill; and

WHEREAS, BAY VILLAGE has selected Contractor to collect, identify, haul, recycle and/or dispose of Soft Recyclables in the Service Area; and

WHEREAS, Contractor can provide such services and is in the business of and has the expertise, experience, resources and capability to perform the collecting, identifying, packaging, hauling, recycling and/or disposing of Soft Recyclables; and

Now, THEREFORE, in consideration of the premises and material promises set forth below and other consideration the receipt and sufficiency of which is hereby acknowledged by the parties, Contractor and BAY VILLAGE (herein collectively called the "Parties") hereby agree as follows:

1. **Term.** The term of this Agreement shall begin upon approval by BAY VILLAGE and continue for an initial three (3) year term. At the end of the initial three (3) year term Contractor and BAY VILLAGE have the right to renew for an additional three (3) year term upon mutual agreement. Unless either Party provides written notice to the other Party at least sixty (60) days prior to the end of the initial term or any renewal thereof, the term shall automatically renew for an unlimited number of one-year terms. During the term, Contractor shall have the sole and exclusive rights to pick up Soft Recyclables in the Service Area through municipal contracted pick up.

2. **Termination and Breach.** Either party may terminate not terminate this Agreement without cause of penalty upon forty-five (45) days written notice. Should BAY VILLAGE elect to terminate this Agreement without cause under the aforementioned provisions or if CONTRACTOR terminates this agreement for-cause, it shall not enter into any other Soft Recyclables program in the Service Area for a period of three (3) years unless undertaken with the Contractor, unless said restriction is waived in advance, in writing by the Contractor. However, should BAY VILLAGE elect to terminate this Agreement for-cause due to an uncured

breach of the Contractor, BAY VILLAGE shall not be precluded from entering into any other agreements for the collection, identification, packaging, hauling, recycling and/or disposing of Soft Recyclables.

In the event of a breach of the terms and conditions of this Agreement by either Party hereunder, the non-breaching Party may elect to terminate this Agreement upon providing the defaulting Party with a written notice of such default, and allowing the breaching Party a period of thirty (30) days from and after the date of such notice to cure the breach complained of to the satisfaction of the non-breaching Party. In the event said breach is not cured within said thirty (30) day period, this Agreement shall be terminated (for-cause) as of the last day of said period. In the event BAY VILLAGE is the non-defaulting party, Contractor agrees to furnish services under this Agreement until such time as another Soft Recyclables collection and disposal contractor can be selected by BAY VILLAGE.

3. Collection Schedule. Contractor shall divide the Service Area into collection areas to coincide with BAY VILLAGE collection dates. Collections shall be made from Service Recipients on a regular schedule on the same day every week in accordance with the existing recycling pickup schedule; however, Contractor reserves the right to alter the frequency of the scheduled pickups on an as needed basis.

Contractor shall not be required to perform any service under this Agreement on Holidays. Following all Holidays, each Service Recipient shall receive collection service on the day following its normally scheduled collection with the weeks work to be finished by Saturday. For a Monday Holiday, Monday through Friday collection shall be rescheduled for Tuesday through Saturday. For a Thursday Holiday, Thursday and Friday collection shall be rescheduled for Friday and Saturday. For a Friday Holiday, Friday collection shall be rescheduled for Saturday. (**Please provide city holiday schedule)

4. Collection. Contractor shall collect all acceptable set-outs of Soft Recyclables set-out for recycling and collection by Residential Customers. The decision of what is an "acceptable" Soft Recyclable shall be made in the reasonable discretion of Contractor. No service is provided to Commercial Customers and in no event shall Contractor be required to accept any Excluded Items (excluded items include, but are not limited to the following items: garbage, hazardous waste, carpet, newspapers, mattresses, large furniture, large appliances, yard waste). Contractor must collect all Soft Recyclables set out in the Recycling Container. Contractor shall *not* be responsible for collecting Soft Recyclables which have fallen or been placed Curbside but are not in a Container. Contractor agrees to operate collection vehicles in such a manner to prevent materials from being blown from the vehicle. If at any time during collection and transport, Soft Recyclables are spilled onto a street, sidewalk, or private property, Contractor shall clean up and place in the collection vehicle all Soft Recyclables before the vehicle proceeds to the next stop on the collection route or shall promptly make all other reasonably necessary arrangements for the immediate clean up of spilled Soft Recyclables. Contractor agrees to remove and dispose of all Soft Recyclables at no cost to BAY VILLAGE. Contractor may interrupt the regular schedule and quality of service because of street repairs, snow or other closures of public routes, which in Contractor's reasonable discretion make the pick-up of the Soft Recyclables from a Service Recipient impracticable under the circumstances.

5. **Contamination and Improper Set Out.** If Contractor encounters any improperly packaged Soft Recyclables or other contaminants in the Container, Contractor may leave those materials in the Container or remove them from the Container and leave them Curbside. Contractor must place a tag on the contaminant(s) that is not collected, collect the acceptable items, and leave contaminants at Curbside.

6. **Set Out Procedures.** Residents shall place Soft Recyclables into Containers and place Containers at Curbside for collection. Overflow material shall be placed adjacent to the Container(s) in plastic bags or other easily handled container. Soft Recyclables shall not be set out in tied bundles. Contractor must collect all Soft Recyclables that are set out in this manner and are placed within seven (7) feet of the Curbside. Containers shall be placed in a manner that will not interfere with or endanger the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, Containers shall be placed as close as practicable to an access point for the collection vehicle. Contractor may decline to collect any Soft Recyclables not set out in accordance with this paragraph.

7. **Ownership.** Soft Recyclables set out for collection on the regularly scheduled collection day shall belong to Contractor from the time of its set out. Soft Recyclables physically collected by Contractor shall be deemed acceptable Soft Recyclables for the purposes of its obligations under this Agreement.

8. **Inventory of Containers.** During the term of this Agreement, Contractor shall purchase (at its sole cost) and maintain an inventory of acceptable and approved Containers for distribution to Service Recipients. Prior to commencement of this Agreement, Contractor shall provide new Containers to each Service Recipient. Containers shall initially be delivered to Service Recipients with an informational brochure on the recycling collection program (of Soft Recyclables) produced and printed by the contractor and approved by BAY VILLAGE.

9. **Missed Collections and Complaints.** Service Recipients shall be instructed to report missed collections and complaints to Contractor. Contractor shall give prompt and courteous attention to all reported missed collections and complaints.

10. **Contractor's Cost and Equipment.** Contractor agrees to furnish all labor, equipment, tools, and services required and necessary for the collection and disposal of Soft Recyclables within the Service Area and provide qualified supervisory personnel to direct the activities of Contractor under this Agreement. All equipment used by Contractor shall be kept and maintained in a clean and professional manner.

11. **Contractor's Fee.** Contractor shall pay to BAY VILLAGE a contract fee of One Cent (\$0.01) per pound of gross receipts of Soft Recyclables in the Service Area. Payments shall be made to BAY VILLAGE not less than thirty (30) days following the close of each calendar month during the term of this Agreement. Weight shall be verified by public scale weight receipts or other methods agreed to by both parties.

12. **Publication Information and Education Program.** BAY VILLAGE shall plan and coordinate a public education and information program to inform Service Recipients of this recycling program the contents of which and the dates shall be approved in advance by Contractor. Contractor may distribute its own promotional materials subject to BAY VILLAGE

approval. Contractor shall participate in BAY VILLAGE directed promotion and education efforts as outlined below:

1. During the course of the routine recycling pick up, provide and distribute notices regarding rejected materials and proper set out procedures.
2. Training of employees to deal courteously with customers on the telephone and on-route to promote the collection service and explain proper material preparation.
3. Coordinate with BAY VILLAGE for distribution of written promotional and instructional materials directly to Service Recipients.
4. Be available a minimum of two times per year to participate in promoting the collection service at an area fair, neighborhood association program, school, or community event.
5. Provide advice to BAY VILLAGE on promotion and education material content and presentation.

13. Telephone and Customer Service. Contractor shall maintain and adequately staff a local toll-free telephone number where complaints of Service Recipients shall be received, recorded and handled to the best of Contractor's abilities, between the hours of 9:00 AM and 4:30 PM Monday through Friday excluding Holidays. Typically, all "call backs" shall be attempted a minimum of one time prior to 6:00 p.m. on the day of the call. If the caller is not contacted on the first attempt, Contractor shall make subsequent attempts on the next working day after the original call. Contractor shall make a minimum of three (3) attempts within twenty-four (24) hours of the receipt of the call. All attempts to contact the caller shall be recorded on the log kept by Contractor.

14. Marketing and Disposition of Recyclable Material. Contractor shall be solely responsible for the marketing and sale of collected Soft Recyclables, and shall be solely responsible for the storage and disposition of the Soft Recyclables in the event it is unable to sell the Soft Recyclables in a timely manner.

15. Insurance. During the term of this Agreement Contractor agrees to keep in force, with an insurance company licensed to transact business in the state of Ohio, an "occurrence basis" insurance policy or policies indemnifying, defending and saving harmless BAY VILLAGE from all damages (except for damages caused by BAY VILLAGE's own negligence, willful misconduct or failure) which may be occasioned to any person, firm, or corporation, whether damages are by reason of any willful or negligent act or acts on part of Contractor, its agents or employees, with limits no less than:

a. General Liability: One Million and no/100 Dollars (\$1,000,000.00) combined single limit per occurrence for bodily injury, personal injury, and property damage.

b. Vehicle Liability: Two Million and no/100 Dollars (\$2,000,000.00) combined single limit per accident for bodily injury and property damage.

c. Worker's Compensation/Industrial Insurance: Limits as required by the State of Ohio.

The general liability provisions in automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- (i) BAY VILLAGE, its officers, officials, employees, and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of

Contractor; products and completed operations of Contractor; premises owned, occupied, or used by Contractor; or automobiles owned, leased, hired, or borrowed by Contractor.

- (ii) Contractor's insurance coverage shall be primary insurance as BAY VILLAGE, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by BAY VILLAGE, its officers, officials, employees, or volunteers shall be in excess of Contractor's insurance and shall not contribute with it.
- (iii) Any failure to comply with reporting provisions of the policy shall not affect coverage provided to BAY VILLAGE, its officers, officials, employees, or volunteers.
- (iv) Contractor's insurance shall apply separate to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (v) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, nor reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to BAY VILLAGE.

16. **Indemnification and Hold Harmless.** Except for BAY VILLAGE'S own negligence, willful misconduct or failures, Contractor shall save, keep, and hold harmless BAY VILLAGE, its officers, agents, employees, and volunteers from all damages, costs, or expenses in law or equity that may at any time arise or be set up because of damages to property or personal injury received by reason of or in the course of performing work which may be occasioned by any willful or negligent act or omissions of Contractor, any of Contractor's employees, or any subcontractor. In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of Contractor and BAY VILLAGE, its members, officers, employees, and agents, Contractor's liability hereunder shall be only to the extent of Contractor's negligence. The provisions of this paragraph shall survive the expiration or termination of this Agreement.

17. **Compliance with Law.** Contractor agrees to comply with all published ordinances, laws, rules, and regulations, together with amendments thereto, of the State of Ohio, the United States of America, or BAY VILLAGE pertaining to the services to be performed hereunder.

18. **Taxes.** Contractor agrees to save BAY VILLAGE harmless from any and all taxes or assessments of any kind or nature levied by any political subdivision upon Contractor by reason of services rendered for Soft Recyclables and disposal for BAY VILLAGE.

19. **Employee Conduct.** All Contractor personnel must maintain a courteous and respectful attitude toward the public at all times. At no time must they solicit, request or receive gratuities of any kind. Contractor must direct its employees to avoid loud and/or profane language at all times during the performance of duties. Any employee of Contractor who engages in misconduct or is incompetent or negligent in the proper performance of duties or is disorderly, dishonest, intoxicated, or discourteous must be removed from service under this contract by Contractor.

20. **Monthly Reports.** Contractor shall provide monthly project status reports. These reports will be due within fifteen (15) days of the close of the month being reported. At a

minimum, the reports shall include detailed data to allow analysis of collection and processing efficiencies including pounds of Soft Recyclables collected in the prior month and the payment of the required fee to BAY VILLAGE.

21. **Inspections.** Upon reasonable advanced request, BAY VILLAGE reserves the right to inspect the facilities, equipment and operations of Contractor to assure itself of the appearance and compliance with contractual provisions of this Agreement. Upon reasonable advance request, BAY VILLAGE reserves the right to review the records kept on the Soft Recyclables collected under the terms of this Agreement to test and validate the weights claimed. BAY VILLAGE agrees to notify Contractor, in writing, at least forty-eight (48) hours prior to such inspections and shall indicated the reasonable basis for requesting the inspection.

22. **Meetings and Communications.** In order to minimize problems and to provide thereafter a forum for discussing and resolving any issues that may arise, the parties agree to meet on a regular basis and to adopt communications procedures as follows:

Meetings After Collection Begins. After the Collections begin, meetings shall be held at least on a quarterly basis, unless otherwise mutually agreed to, between representatives of the parties. Such meetings shall be held for the purpose of reviewing and discussing day-to-day operations, promotion, public information and public relations.

Designation of Representatives. Each party shall send at least one representative to each meeting. BAY VILLAGE shall send to each meeting at least one staff member with operation expertise. Each party shall designate one, and only one, representative as its Lead Representative. If a party sends only one representative to any meeting, that person shall be conclusively presumed to be its lead representative.

23. **Compliance with Laws and Regulations.** Contractor agrees that, in performance of work and services under this contract, Contractor will qualify under and comply with any and all known federal, State and local laws and regulations now in effect, or hereafter enacted during the term of this contract, which are applicable to Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

24. **Severability.** Should one or more of the provisions of this Agreement be held by any to court to invalid, void or unenforceable, the remaining provisions shall nevertheless remain and continue in full force and effect, provided that the continuation of such remaining provisions does not materially change the original intent of this Agreement.

25. **Independent Contractor Status.** In the performance of services pursuant to this Agreement, Contractor shall be an independent contractor and not an officer, agent, servant or employee of BAY VILLAGE. Contractor shall have exclusive control over the details of the service and work performed and over all persons performing such service and work. Contractor shall be solely responsible for the acts and omissions of its officers, agents, employees, Contractors and subcontractors, if any. Neither Contractor nor its officers, agents, employees or subcontractors shall obtain any right to retirement benefits, Workers' Compensation benefits, or any other benefits which accrue to BAY VILLAGE employees and Contractor expressly waives and claim it may have or acquire to such benefits.

26. **No Assignment.** This Agreement, or any interest herein, shall not be transferred, sold, nor assigned by either Party to any person, firm, or corporation, without the prior written consent of the other Party.

27. Definitions.

Commercial Customer: The term "Commercial Customer" means non-residential customers, including businesses, public or private schools, institutions, governmental agencies and all other users of commercial-type Garbage collection services.

Container: The term "Container" means Contractor supplied bag, box or bin for the Residential Customer to place Soft Recyclables.

Contractor: The word "Contractor" means Great Lakes Recycling, Inc. dba Simple Recycling which has contracted with BAY VILLAGE to collect and dispose of Soft Recyclables.

Curb or Curbside: The words "Curb" or "Curbside" relate to the homeowners' property, within five (5) feet of the Public Street or Private Road without blocking sidewalks, driveways or on-street parking. If circumstances preclude such a Curbside shall be considered a placement suitable to the resident, convenient to Contractor's equipment, and mutually agreed to by BAY VILLAGE and Contractor.

Date of Commencement: The term "Date of Commencement" means the date that Contractor agrees to commence the provision of collection and other services as described throughout this Agreement.

Date of Execution: The term "Date of Execution" means the date that this Agreement is approved by BAY VILLAGE and executed by a designated and authorized representative.

Excluded Items: The term "Excluded Items" means Garbage, Hazardous Waste, large furniture, large appliances such as refrigerators, stoves, washers and dryers, magazines, newspapers, car seats, cribs, mattresses, paint, tires, cleaners, etc. and any item heavier than fifty (50) pounds.

Garbage: The term "Garbage" means all putrescible and non-putrescible solid and semi-solid wastes, including, but not limited to, rubbish, ashes, industrial wastes, grass, yard debris, leaves, swill, demolition and construction wastes, dead animals piles of debris, car parts, construction or demolition debris, any item that would be considered Hazardous Waste, or stumps.

Hazardous Waste: The term "Hazardous Waste" means any hazardous, toxic or dangerous waste, substance or material, or contaminant, pollutant or chemical, known or unknown, defined or identified as such in any existing or future local, state or federal law, statute, code, ordinance, rule, regulation, guideline, decree or order relating to human health or the environment or environmental conditions, including but not limited to any substance that is defined as hazardous by 40 C.F.R. Part 261 and regulated as hazardous waste by the United States Environmental Protection Agency under Subtitle C of the Resource Conservation and Recovery Act ("RCRA") of 1976, 42 U.S.C. § 6901 et seq., as amended by the Hazardous and Solid Waste Amendments ("HSWA") of 1984; the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; or any other federal statute or regulation governing the treatment, storage, handling or disposal of waste imposing special handling or disposal requirements similar to those required by Subtitle C of RCRA or any Ohio statute or regulation governing the treatment, storage, handling or disposal of wastes and imposing special handling requirements similar to those required by federal law.

Holiday: The term "Holiday" means the following days: New Year's Day, Martin Luther King's Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day. (**We will follow the BAY VILLAGE recycling holiday schedule)

Private Road: The term "Private Road" means a privately owned and maintained way that allows for access by a service truck and that serves multiple Residences.

Public Street: The term "Public Street" means a public right-of-way used for public travel, including public alleys.

Residence: The term "Residence" means a living space individually rented, leased or owned.

Residential Customer: The term "Residential Customer" means individuals residing in a Residence.

Service Area: The term "Service Area" means the corporate limits of the municipalities participating in BAY VILLAGE as of the Date of Commencement, and thereafter, shall be the collection area as may it be amended thereafter by BAY VILLAGE.

Service Recipients: The term "Service Recipients" means Residential Customers in the Service Area.

Soft Recyclable: The term "Soft Recyclable" means items of an individual weight less than fifty (50) pounds and can be carried by one person. Soft Recyclables include primarily men's, women's and children's clothing as well as items such as jewelry, shoes, purses, hats, toys, pictures, mirrors, blankets, drapes and curtains, pillows, rags, sewing scraps, sleeping bags, small furniture, small appliances, irons, radios and audio equipment, TVs and video equipment, cameras, lamps, hairdryers, tools, toasters, microwaves, coffee makers, computers and household or consumer electronics, silverware, dishes, pots and pans, glasses and the like. The definition of Soft Recyclable is subject to modification in the discretion of Contractor based upon experience gained during the term of this Agreement.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first written above.

BAY VILLAGE Ohio

By: _____

Its: _____

Great Lakes Recycling, Inc. dba Simple
Recycling

By: _____

Adam Winfield

As its President

Stacy Colman
29709 Foote Rd.
Bay Village, OH 44140
August 21, 2014

Cahoon Memorial Park Board of Trustees
c/o Joan Kemper
City of Bay Village
350 Dover Center Rd.
Bay Village, OH 44140

Dear Committee Members,

I am writing to request use of the land and facilities at Cahoon Memorial Park for a community event from 7am until 7pm on one of the following dates:

- Saturday, September 26, 2015
- Saturday, October 3, 2015

I, along with fellow Bay Village residents Dianne Maybaum and Lori Scheid, would like to organize and execute a fall festival that is open to the entire community. This event would be called The Market Sail and would include vendors selling their original artwork, handmade goods, and vintage items (approximately 50); food vendors, including fresh produce and bakery stands as well as full service food trucks (approximately 10); and family focused activities such as face painting, a bouncy castle and a pumpkin patch.

This is a not for profit event. Any proceeds that are made will go back to the community by way of a local charity or scholarship for a Bay High student.

We understand that by organizing this event we are responsible for treating Cahoon Memorial Park with the utmost care and respect it deserves. We are committed to adhering to all rules and policies set forth by the Board of Trustees for use of this space.

Cahoon Memorial Park is a wonderful space that our city is lucky to have. It has the advantage of being highly visible and large enough to accommodate the event we are planning. Hosting an event that is open to everyone and encourages both community building and family togetherness is something we feel passionate about. Those attributes, combined with the opportunity to showcase local artists and bring people from both inside Bay Village and from the surrounding communities together is why we believe The Market Sail will be an excellent addition to our city's calendar of events.

Sincerely,

Stacy Colman
440.532.5320 or stacycolman84@gmail.com